

STATE OF MICHIGAN  
DEPARTMENT OF ATTORNEY GENERAL



WILLIAM J. RICHARDS  
Deputy Attorney General

P O Box 30218  
LANSING, MICHIGAN 48909

JENNIFER MULHERN GRANHOLM  
ATTORNEY GENERAL

February 3, 2003

Jane Swanson  
Upper Peninsula Home Nursing - Hospice  
1414 W. Fair Avenue No. 44  
Marquette, MI 49855

Dear Ms. Swanson:

RE: Upper Peninsula Home Nursing - Hospice  
HCF No. 2001-11-2750

We have received your check but have not received the signed Settlement Agreement.

I have enclosed a corrected version of the Settlement Agreement. The one that I provided you initially contained a typographical error in that the State of Michigan's Department of Community Health, Medical Services Administration was previously incorrectly identified as the Department of Community Mental Health. Please sign the enclosed Settlement Agreement and return it to me in the enclosed, self-addressed envelope. Thank you for your cooperation.

Very truly yours,

Kurt E. Krause  
Assistant Attorney General  
Health Care Fraud Division  
Tel: (517) 241-6500

KEK:fe  
Enc

CASES/01-11-2750/LGL L. Swanson 030203

*Kurt advised they will not sign. Because of the small amount, he is not going to force the issue.*

## SETTLEMENT AGREEMENT

This Settlement Agreement, executed on the dates set forth below, by and between the Michigan Department of Attorney General ("ATTORNEY GENERAL") with offices at 2860 Eyde Parkway, East Lansing, Michigan, 48823, the State of Michigan's Department of Community Health, Medical Services Administration ("MSA"), with offices at 400 South Pine Street, Lansing, Michigan, 48933; and Upper Peninsula Home Nursing - Hospice, a Michigan Corporation, ("PROVIDER") with offices at 1414 W. Fair Avenue, No. 44, Marquette, Michigan, 49855;

### PROVIDES AS FOLLOWS:

MSA is the lawfully designated single state agency authorized by the United States Department of Health and Human Services to administer the Michigan Medical Assistance Program, which was established under Title XIX of the Social Security Act, 42 USC 1396 *et seq.*, and is administered in Michigan pursuant to the Michigan Social Welfare Act, 1939 PA 280, Sections 105-112;

ATTORNEY GENERAL is lawfully authorized to investigate and prosecute alleged violations of the Medicaid False Claim Act, 1977 PA 72, as amended;

PROVIDER is a Medicaid certified provider under the Medicaid program and has functioned as such at all times pertinent hereto;

The parties acknowledge and agree that PROVIDER received Medicaid overpayments from MSA for products and services provided by PROVIDER to Medicaid recipients; and

The parties desire to resolve and settle all disputes between them relating to the Medicaid overpayments received by PROVIDER from MSA, without any admission of wrongdoing on the part of PROVIDER and without further action by ATTORNEY GENERAL or MSA.

THEREFORE, in consideration of the mutual promises, covenants, and agreements by and between the parties set forth herein, IT IS AGREED as follows:

1. PROVIDER shall pay to STATE OF MICHIGAN the sum of \$170.04, representing reimbursement of Medicaid overpayments.
2. As payment of the above monies, PROVIDER shall deliver to ATTORNEY GENERAL, simultaneous with the execution of this Agreement, the following:
  - a) PROVIDER's certified check, cashier's check, or money order payable to STATE OF MICHIGAN in the amount of \$170.04.
3. Upon receipt of the above sums, ATTORNEY GENERAL and MSA will close its investigative files on PROVIDER with respect to Medicaid overpayments, and no further action will be instituted against PROVIDER by MSA or ATTORNEY GENERAL with regard to such overpayments.
4. Execution of this Settlement Agreement and payment of monies pursuant hereto shall not be construed as an admission of civil or criminal wrongdoing.

5. This Settlement Agreement contains the full and complete agreement between the parties and shall not be modified in any manner except by written instrument executed by the parties.

WHEREFORE, each of the parties or their authorized agents voluntarily signs this Settlement Agreement on the dates set forth below.

Date: \_\_\_\_\_

State of Michigan  
Department of Attorney General

By: \_\_\_\_\_  
Kurt E. Krause  
Assistant Attorney General

Date: \_\_\_\_\_

Upper Peninsula Home Nursing - Hospice  
A Michigan Corporation

By: \_\_\_\_\_  
Business Address:  
1414 W. Fair Avenue No. 44  
Marquette, MI 49855

CASES/01-11-2750/LGL Settlement Agreement